

EXHIBIT B
TO THE COLAROSSİ DECLARATION

LEHMAN BROTHERS

Execution Copy
[LIBOR Trade]

Transaction

Date: June 20, 2008

To: Retirement Housing Foundation
Bixby Knolls Towers, Inc.
Bluegrass RHF Housing, Inc.
DeSmet RHF Housing, Inc.
Foundation Property Management, Inc.
Gold Country Health Center, Inc.
Holly Hill RHF Housing, Inc.
Mayflower RHF Housing, Inc.
Mayflower Gardens Health Facilities, Inc.
Merritt Island RHF Housing, Inc.
St. Catherine RHF Housing, Inc.
Sun City RHF Housing, Inc.
Yellowwood Acres, Inc.
Martin Luther Foundation, Inc.

From: Lehman Brothers Special Financing Inc.
Capital Markets Contracts - Legal
Facsimile: (1) 646-885-9551 (United States of America)
Telephone: 646-333-953 (Louis P. Bardos)

Risk ID: 1979743L / Effort ID: 2159693 / Global Deal ID: 3901194

Dear Sir or Madam:

The purpose of this communication (this "Confirmation") is to confirm the terms and conditions of the transaction (the "Transaction") entered into between Lehman Brothers Special Financing Inc. ("Party A") and Retirement Housing Foundation ("RHF"), Bixby Knolls Towers, Inc., Bluegrass RHF Housing, Inc., DeSmet RHF Housing, Inc., Foundation Property Management, Inc., Gold Country Health Center, Inc., Holly Hill RHF Housing, Inc., Mayflower RHF Housing, Inc., Mayflower Gardens Health Facilities, Inc., Merritt Island RHF Housing, Inc., St. Catherine RHF Housing, Inc., Sun City RHF Housing, Inc., Yellowwood Acres, Inc. and Martin Luther Foundation, Inc. (collectively, including RHF, "Party B") on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of June 20, 2008, as amended and supplemented from time to time, between Party A and Party B (the "Agreement"). All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

The definitions and provisions contained in the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "Definitions") are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and the terms of this Confirmation, this Confirmation will govern. For the purpose of the Definitions, references herein to a "Transaction" shall be deemed to be references to a "Swap Transaction".

Party A and Party B each represents that entering into the Transaction is within its capacity, is duly authorized and does not violate any laws of its jurisdiction of organization or residence or the terms of any agreement to which it is a party. Party A and Party B each represents that (a) it is not relying on the other party in connection with its decision to enter into this Transaction, and neither party is acting as an advisor to or fiduciary of the other party in connection with this Transaction regardless of whether the other party provides it with market information or its views; (b) it understands the risks of the Transaction and any legal, regulatory, tax, accounting and economic consequences resulting therefrom; and (c) it has determined based upon its own judgment and upon any advice received from its own professional advisors as it has deemed necessary to consult that entering into the Transaction is appropriate for such party in light of its financial capabilities and objectives. Party A and Party B each represents that upon due execution and delivery of this Confirmation, it will constitute a legally valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable principles of bankruptcy and creditors' rights generally and to equitable principles of general application.

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	June 20, 2008
Effective Date:	July 3, 2008
Termination Date:	September 1, 2028
Notional Amount:	USD 91,080,000, which shall reduce on the dates (the "Reduction Date") and in the amounts set (the "Notional Amount Reduction") forth in Annex I hereto. The resulting Notional Amount following such reduction shall be referred to herein as a "Revised Notional Amount."

Floating Amounts:

Floating Rate Payer:	Party A
Floating Rate Payer Period End Dates:	The 1 st calendar day of each month, from and including August 1, 2008 to and including the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Floating Rate Payer Payment Dates:	The 1 st calendar day of each month, from and including August 1, 2008 to and including the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Floating Rate Option:	The product of 67% and USD-LIBOR-BBA
Designated Maturity:	1 month

Spread:	None
Floating Rate Day Count Fraction:	Actual/Actual
Reset Dates:	The Effective Date and each Thursday thereafter, up to and including the Thursday immediately preceding the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention. Notwithstanding anything contained in the Definitions to the contrary, the rate for each Reset Date shall be the rate which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is one London Banking Day preceding that Reset Date, with the exception of the initial Reset Date, for which the rate shall be the rate which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on either (a) the Wednesday immediately preceding such initial Reset Date, or (b) if such Wednesday immediately preceding the initial Reset Date is not a London Banking Day, the London Banking Day immediately preceding such Wednesday.
Method of Averaging:	Weighted Average
Compounding:	Inapplicable

Fixed Amounts:

Fixed Rate Payer:	Party B
Fixed Rate Payer Period End Dates:	The 1 st calendar day of each month, from and including August 1, 2008 to and including the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Fixed Rate Payer Payment Dates:	The 1 st calendar day of each month, from and including August 1, 2008 to and including the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Fixed Rate:	4.792% per annum
Fixed Rate Day Count Fraction:	30/360

Business Days:	New York
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Miscellaneous:

Calculation Agent:	Party A, subject to the terms of the Schedule to the Agreement.
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Swap Advisory Fee:

Party B acknowledges that Party A has paid \$188,840 to B.C. Ziegler and Company, on behalf of Party B, as a swap advisory fee for services provided to Party B by B.C. Ziegler and Company.

Related Termination Agreement:

The parties agree that in consideration of the termination, as of July 3, 2008, of (i) the Transaction entered into between Party A and RHF, on behalf of itself and on behalf of certain entities comprising Party B, on December 9, 1998, pursuant to (a) a Confirmation with an initial Notional Amount of \$14,650,000 and a Trade ID of 158383L/17593 and (b) a Confirmation with an initial Notional Amount of \$35,450,000 and a Trade ID of 158397L/17593, for a combined initial Notional Amount of \$50,100,000 collectively, (ii) the Transaction entered into between Party A and RHF, on behalf of itself and on behalf of certain entities comprising Party B, on December 9, 1998 and bearing the Trade ID 158391L/17593, (iii) the Transaction entered into between Party A and RHF, on behalf of itself and on behalf of certain entities comprising Party B, on December 9, 1998 and bearing the Trade ID 158387L/17593 and (iv) the Transaction entered into between Party A and RHF, on behalf of itself and on behalf of certain entities comprising Party B, on December 9, 1998 and bearing the Trade ID 242183L/17593 (collectively, the "Terminated Transactions"), and in complete satisfaction of all obligations of the parties in respect of the Terminated Transactions and in lieu of the payment by Party B of [\$13,520,000], which would otherwise be payable by Party B in connection with the termination of the Terminated Transactions, Party A and Party B have agreed to enter into this Transaction.

If the Terminated Transactions had not been terminated, the fixed rate payable Party B would have been a rate equal to 3.360% for this Transaction.

Please confirm your agreement with the foregoing by executing this Confirmation and returning such Confirmation, in its entirety, to us at facsimile number (1) 646-885-9551 (United States of America), Attention: Confirmations Group.

Yours sincerely,

**LEHMAN BROTHERS SPECIAL
FINANCING INC.**

By: 
Name: Anatoly Kozlov
Title: Authorized Signatory

Accepted and agreed to:

**RETIREMENT HOUSING FOUNDATION
BIXBY KNOLLS TOWERS, INC.
BLUEGRASS RHF HOUSING, INC.
DESMET RHF HOUSING, INC.
FOUNDATION PROPERTY MANAGEMENT, INC.
GOLD COUNTRY HEALTH CENTER, INC.
HOLLY HILL RHF HOUSING, INC.
MAYFLOWER RHF HOUSING, INC.
MAYFLOWER GARDENS HEALTH FACILITIES, INC.
MERRITT ISLAND RHF HOUSING, INC.
ST. CATHERINE RHF HOUSING, INC.
SUN CITY RHF HOUSING, INC.
YELLOWWOOD ACRES, INC.
MARTIN LUTHER FOUNDATION, INC.**

By: _____

Name

Title:

ANNEX I
to Confirmation, dated June 20, 2008,
between Lehman Brothers Special Financing Inc.
and Retirement Housing Foundation, Bixby Knolls Towers, Inc., Bluegrass RHF Housing, Inc., DeSmet
RHF Housing, Inc., Foundation Property Management, Inc., Gold Country Health Center, Inc., Holly Hill
RHF Housing, Inc., Mayflower RHF Housing, Inc., Mayflower Gardens Health Facilities, Inc., Merritt
Island RHF Housing, Inc., St. Catherine RHF Housing, Inc., Sun City RHF Housing, Inc., Yellowwood
Acres, Inc. and Martin Luther Foundation, Inc.

<u>Reduction Date*</u>	<u>Notional Amount Reduction</u>	<u>Revised Notional Amount</u>
9/1/2012	\$2,170,000.00	\$88,910,000.00
9/1/2013	\$3,465,000.00	\$85,445,000.00
9/1/2014	\$3,700,000.00	\$81,745,000.00
9/1/2015	\$3,950,000.00	\$77,795,000.00
9/1/2016	\$4,210,000.00	\$73,585,000.00
9/1/2017	\$400,000.00	\$73,185,000.00
9/1/2018	\$4,760,000.00	\$68,425,000.00
9/1/2019	\$5,090,000.00	\$63,335,000.00
9/1/2020	\$5,425,000.00	\$57,910,000.00
9/1/2021	\$5,810,000.00	\$52,100,000.00
9/1/2022	\$6,205,000.00	\$45,895,000.00
9/1/2023	\$6,630,000.00	\$39,265,000.00
9/1/2024	\$7,080,000.00	\$32,185,000.00
9/1/2025	\$7,575,000.00	\$24,610,000.00
9/1/2026	\$4,395,000.00	\$20,215,000.00
9/1/2027	\$0.00	\$20,215,000.00
9/1/2028	\$20,215,000.00	\$0.00

* Subject to adjustment in accordance with the Following Business Day Convention.